

IN THE DISTRICT COURT OF SEMINOLE COUNTY
STATE OF OKLAHOMA

Brian Kirk Fipps,
An individual

PLAINTIFF,

v.

CIGNA GROUP INSURANCE,
an insurance company

DEFENDANT.

CASE NO. CJ-2012-46

SEMINOLE COUNTY, OKLAHOMA
FILED
IN DISTRICT COURT

APR 02 2012

PETITION

KIM A. DAVIS, COURT CLERK
BY _____ DEPUTY

The Plaintiff, Brian Kirk Fipps, (hereinafter Plaintiff), for cause of action against the Defendant, Cigna Group Insurance (hereinafter referred to as "Cigna Group Insurance") allege and state as follows:

1. Plaintiff is an individual residing in Okfuskee County, Oklahoma. The Defendant, Cigna Group Insurance, is an insurance company which does business in the State of Oklahoma, but who has as its principal place of business the State of Pennsylvania. The incident giving rise to this cause of action occurred in Seminole County, Oklahoma.

2. The venue in Seminole County is proper.

3. Plaintiff asserts that on November 1, 2011, he suffered the tragic loss of his daughter Leslie Lynn Fipps due to a fatal automobile accident in Seminole County, Oklahoma.

4. At the time of the accident and Leslie Fipps' death, Plaintiff carried a life

insurance policy with Cigna Group Insurance which provided certain coverage's for his family including the deceased Leslie Fipps. Plaintiff properly paid its premiums for this insurance coverage.

5. Plaintiffs submitted a claim on this life insurance policy to Cigna Group Insurance. That claim was processed as Policy Number: FLX 963290/OK964944.

6. Cigna Group Insurance denied the claim in whole under an alleged technicality that the deceased was not quote/unquote "enrolled" as a student at the time of her death. Plaintiff has submitted evidence to Cigna Group Insurance that demonstrates that under the spirit of the policy and the legal definition of being deemed a "student" that the deceased Leslie Fipps did in fact qualify under the policy due to her continued collegiate studies while in pursuit of her degree as a Physician's Assistant at the University of Oklahoma Health Sciences Center as well as the fact that she was still living at home with the Plaintiff while she pursued these collegiate studies and endeavors. Despite this evidence Cigna Group Insurance, by and through it's agents Mike James and Boris Mehinsky, denied the claim under the hypothetical that even a student who is home for a summer vacation would not be quote/unquote "enrolled" and thus not eligible for coverage under this plan. Due to this legally flawed and reprehensible denial by Cigna Group Insurance the Plaintiff struggled emotionally and financially during preparations for his daughter's funeral services and the purchase of a head stone at a time of tremendous stress and grief. Plaintiff had purchased the insurance policy and promptly paid the monthly premiums to alleviate such expenses and distress that would occur during trying times yet Cigna Group Insurance's denying of the claim based on a specious definition and contradictory wording in their own policy is a clear case of bad faith that has caused

Plaintiff severe emotional distress and pain that has continued to this day.

7. Cigna Group Insurance has breached the contract of insurance it had with Plaintiff by failing to make a fair and reasonable settlement of the claim, and by failing to consider all the facts submitted by Plaintiffs for settlement.

8. Cigna Group Insurance occupied a fiduciary duty to Plaintiff as their insurance carrier who was supposed to protect them against losses, but instead failed to consider the facts of the loss submitted by Plaintiff despite having no reasonable basis to do so.

9. Cigna Group Insurance, through its employees, breached its fiduciary relationship, breached its contract with Plaintiff, and has acted in bad faith by failing to make a fair and reasonable settlement to compensate Plaintiff for his as a result of the unfortunate automobile accident that took his beloved daughter Leslie Fipps' life.

10. Cigna Group Insurance owed a duty to the Plaintiff and subsequently breached that duty, thereby proximately causing the Plaintiff to sustain damages of over \$10,000.00

WHEREFORE, all premises considered, Plaintiff respectfully request that judgment be granted in their favor and that they be fully and fairly compensated for their losses and that the further be awarded attorney fees, costs and all other relief which this Court deems appropriate.

Kenneth Walker
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BY: 

Kenneth Walker, Bar No. 19628
ATTORNEY FOR PLAINTIFF